

ADDENDUM TO REAL ESTATE DISCLOSURE STATEMENT

NOTE: According to the provisions of the Real Estate Seller's Disclosure Law, the undersigned administrator is not required to fill out a seller's property disclosure statement. The administrator is required to disclose any known material defect(s) of the property and as such this addendum contains disclosure statements to the best of Seller's knowledge.

Each of the undersigned, as the prospective buyer(s) of real property from Seller, or any of his heirs, successors, assigns and affiliates, hereby acknowledge and warrant that they, and each of them, are aware that the Seller owns the real estate which is the subject of the purchase offer to which this Addendum is attached and of which this Addendum is a part, understand as follows, to-wit:

1. At no time has the Seller ever occupied said real property and therefore has not had the opportunity to discover deficiencies thereto that an owner or occupier thereof might have, if any there are.
2. The Seller is aware of the following conditions of the property and disclose the same to the best of his knowledge:
 - a) There is an underground tank on the property. Seller has no knowledge of how long the underground tank has been there.
 - b) The basement area was used for decedent's gunsmith business.
 - c) Part of the back outside deck was completely removed in June of 2023.

These statements are not a warranty of any kind or representation by the Seller, and/or any listing agent, broker, or representative of seller. Buyer is encouraged to address concerns about condition of the property that may be included in this addendum.

3. Buyer has made a thorough and complete inspection of said real estate and all improvements thereto and have either (a) had one or more third-party professional home inspectors or other qualified professionals inspect the real estate and all improvements for any and all deficiencies and are relying solely on the reports of such inspector(s) or professional(s) and their own independent judgment, or (b) have had a full and unobstructed opportunity to have a competent third-party home inspector or other qualified professional inspect the real estate and all improvements for any and all deficiencies and voluntarily elected not to do so and are relying on our own independent judgment regarding the condition of said real estate and all improvements thereto, expressly assuming the risk that there may be deficiencies that a professional inspection would reveal that might not be apparent to us. **In either such event, we warrant and confirm that we are not relying on any representation, statement, warranty or other undertaking from the Seller, its agents or representatives regarding the said**

real estate and improvements thereto in connection with our decision to purchase.

4. Buyers acknowledge, recognize and warrant that the real estate and any and all improvements thereto and fixtures thereon, as well as any item of personal property which may pass to us with the sale of the real estate, are sold to us **“as is-where is” and with all faults** and in so doing acknowledge and warrant that we are assuming all risk that the real estate, all improvements thereto or fixtures thereon and any item of personal property which may pass to us with the sale of the real estate may have defects of which we are not aware or conditions not apparent to us.
5. Buyers hereby and herewith release and forever discharge the Seller, their heirs, successors, agents, representatives, attorneys, brokers and assigns which we may now have or which may arise at any time in the future regarding any latent or patent defect in the real property we are purchasing, or any and all improvements thereto or fixtures thereon, or any item of personal property which may pass to us with the sale of the real estate, regardless whether we now recognize, or don't discover until in the future, that there may be some defect or deficiency in what we are buying that might have caused us to make a different decision regarding the purchase thereof.
6. Buyers, recognize, acknowledge, covenant and warrant that no express representation or warranty regarding the condition of said real estate or any improvement thereto or fixture thereon or regarding any item of personal property which might pass to us as a result of our acquisition of said real estate has been made to us by the Seller which is not set out in writing in the purchase contract. Buyers recognize, acknowledge, covenant and warrant that we have relied on no implied representations or warranties the real property we are purchasing, or any and all improvements thereto or fixtures thereon, or any item of personal property which may pass to us with the sale of the real estate, regardless whether we now recognize, or don't discover until in the future, that there may be some defect or deficiency in what we are buying that might have caused us to make a different decision regarding the purchase thereof, all of which implied representations and warranties having been expressly disclaimed by the Seller and we having accepted such disclaimer.
7. Buyers recognize, acknowledge, covenant and warrant that either (a) we have consulted with a knowledgeable real estate lawyer of our own choosing who is independent of the Seller regarding the legal effect of this Addendum and have relied solely on the advice of our lawyer and our own independent judgment in connection with the making of an offer to purchase including this Addendum and the terms thereof, or (b) have had full and unobstructed opportunity to have a knowledgeable real estate lawyer of our own choosing who is independent of the Seller regarding the legal effect of this Addendum and voluntarily elect not to do so and we are relying on our own independent judgment regarding the legal and practical effect of this Addendum, expressly assuming the risk of all legal consequences thereof not apparent to us. In either such event, we warrant and confirm that we are not relying on any representation, statement, warranty or other undertaking from the Seller regarding the legal effect of this Addendum in connection with our decision to purchase.

8. Buyers recognize that the terms and conditions of this Addendum are material to the Seller in making a decision whether to accept the offer to which this Addendum is attached and of which this Addendum is a part and that the Seller will rely in fact on the provisions of this Addendum in making its decision. The terms of this Addendum will survive the closing of the sale contemplated hereby and are not merged into any deed or bill of sale that might be delivered in connection with such closing.
9. The obligations, covenants, agreements, warranties and representations are made by the undersigned jointly and severally and the use of the plural form of nouns and verbs includes, where appropriate, the singular form thereof. The use of the masculine gender includes the feminine gender or a neutral gender where appropriate. This Addendum is governed by the laws of the Commonwealth of Pennsylvania, regardless where the real estate, improvements, fixtures or personal property subject hereto are located.

This Addendum was *Executed* and made a part of our offer to purchase real property from the Seller on this _____ day of _____ pertaining to real property located at **302 Zitney Road, Vanderbilt, Pennsylvania 15486** (Property Address).

Richard E. Bower Administrator _____ (seal)

Seller: Richard E. Bower, Administrator of the Estate of William J. Simmen

_____(seal)
Buyer(s):

_____(seal)
Buyer(s):

_____(seal)
Buyer(s):